



REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

April 15, 2019

The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Arianna M. Del Palazzo, Kevin C. Dodson, Dr. Andre Knecht, Robert T. Reives, Cameron W. Sharpe, and Kirk D. Smith. Staff in attendance included County Manager John Crumpton, County Attorney Whitney Parrish, and Deputy County Attorney/Clerk to the Board Jennifer Gamble.

Vice Chair Dodson called the meeting to order and the following business was transacted:

Commissioner Dalrymple requested a moment of silence and the Pledge of Allegiance was recited.

I. ADDITIONAL AGENDA

The Board considered changes and additions to the *Agenda*. Commissioner Smith requested to add the Medicaid Tailored Plan Position Statement to New Business as Item J. With no further changes/additions requested, Commissioner Smith moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously.

II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. Commissioner Reives requested to move Item G under New Business to the Consent Agenda. With no changes requested, Commissioner Sharpe moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- A. Minutes from the April 1, 2019 Regular Meeting.
- B. Tax refund and release report for March 2019.

- C. Approval of health services agreement Amendment # 10 with Southern Health Partners with the Lee County Jail.
- D. Resolution declaring seven vehicles as surplus property.
- E. Minutes from the April 1, 2019 Closed Session Meeting.
- F. Budget Amendment #04/15/19/14.
- G. Award of bid in the amount of \$20,835 to Yarborough Heating and Air for HVAC Replacement at the McSwain Ext. Ed. & Ag. Center Auditorium.
- H. NC PARTF Grant Application.

Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
 Nay: None

The Chair ruled the motion had carried unanimously.

III. PUBLIC COMMENTS

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. No one signed up to speak during the Public Comments section of the meeting.

IV. OLD BUSINESS

A. Vote on the Modification of an Economic Development Agreement with Caterpillar
 SAGA Economic Development Executive Director provided a summary of the project. On February 19, 2018, the Board held a public hearing to consider an incentive investment of \$346,246 over five years for an expansion project for Caterpillar, Inc. based on a proposed investment of \$29.5 million in real property, machinery and equipment. SAGA recommended and the Board approved on March 19, 2018 a 5-year incentive of 80% in Year 1, 70% in Year 2, 60% in Year 3, and 50% in Years 4 and 5 on a net new taxable investment. Following approval of this incentive, the company purchased a different building than originally proposed. The cost to complete the project was increased to \$30.8 million. The schedule of the company's investment changes, with more money being spent in the second year than originally planned. Subsequently, the incentive schedule developed by SAGA was found to contain an error in the payout schedule. This new schedule sets a maximum incentive investment by the County at \$400,418 over the five years of the project, an increase of \$54,171. The originally approved 5 year incentive percentage (80%, 70%, 60%, 50%, 50%) does not change. The incentive is a performance-based grant which will create 40 jobs at an average annual wage of \$41,526. The required public hearing was held on April 1, 2019. Commissioner Reives moved to approve the modification to the incentive agreement with Caterpillar, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Reives, Sharpe
 Nay: Del Palazzo, Knecht, Smith

The Chair ruled the motion had carried 4:3.

B. Boys and Girls Club Status and Funding Discussion.

Daniel Simmons, Chief Executive Officer of the Boys and Girls Club of Central Carolina appeared before the Board to provide information and answer questions regarding the organization's activities. Mr. Simmons stated his goal for the meeting was to provide clarification for any miscommunications and misunderstandings that have occurred between the Board of

Commissioners and the Boys and Girls Club. County funds are used to support transportation services in Lee County. Lee County schools also transport children with their own buses. Last year thanks to the generosity of the Hamilton Sloan Foundation and the Sloan Foundation the Organization purchased a brand new school bus. This was a \$95,000 gift. A utilization of Funds breaking down transportation costs was provided. The Church Street location was closed due to having to balance the sustainability of the organization verses the single club location. The organization's budget runs on a deficit and had been running the single club off reserve funds. The Church Street club served predominately Tramway Elementary and JR Ingram students and served approximately 83 kids per day. Funding challenges included fees that were waived for housing authority children including summer camp fees. Other expenses included the alarm, telecommunications, waste, and utility fees. Many of these fees were previously covered by Housing Authority funds prior to 2015. The estimated financial impact of the club amounted to about \$39,000 per year out of the operating budget. Mr. Simmons stated the organization has been seeking other streams of revenue that are considered long term sustainable. Mr. Simmons stated he is scheduled to meet with the Housing Authority Director Shannon Judd on May 2nd to discuss support. The organization is currently supporting 917 members through the OT Sloan Park Club. No action was taken.

V. NEW BUSINESS

A. Consideration of an offer to purchase property at 696 Chelsea Drive, PIN 9661-62-3693-00.

County Attorney Whitney Parrish presented an offer to purchase property located at 696 Chelsea Drive, Sanford, NC from Wayne Langston in the amount of \$750. Lee County foreclosed on the property located at PIN 9661-62-3693-00 in 2012. Currently, what is owed on the property is \$2,923.94, which includes the taxes and attorney fees owed and homeowner association fees. The current tax value of the property is \$35,000. The property is located in the Carolina Trace subdivision. Wayne Langston, on behalf of Coast2Coast Group submitted an offer of \$750 on July 31, 2018 and has paid the requisite 5% deposit and advertising costs. To sell the property through the upset bid procedure, the Commissioners must first declare the property as surplus, then authorize staff to accept the initial offer of \$750 from Mr. Langston and advertise the offer in The Sanford Herald. The Board must also authorize staff to continue to advertise the qualifying bid until no further qualifying bid is received. The last final high qualifying bid will go back to the Board for final approval before the property can be sold. Commissioner Knecht moved to declare property located at 696 Chelsea Drive, Sanford, NC as surplus, accept the offer from Wayne Langston in the amount of \$750, and authorize staff to proceed with the upset sealed bid procedure, a copy of the Resolution authorizing the sale of property located at 696 Chelsea Drive, Lot 696 Woodmere, PIN 9661-62-3693-00, Lee County, North Carolina is hereby attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously.

B. Second amendment to roll-off hauling and front load dumpster service agreement.

Joseph Cherry, Solid Waste Superintendent presented an amendment to the Roll-Off Hauling and Front Load Dumpster Service Agreement with Waste Industries, LLC. This request is made according to Section 5. Rates; Payment, item C which states: Adjustments to rates may be requested by the Company in writing and not unreasonably withheld, due to taxes, fees and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or

permit condition that was not imposed directly because of the action or inaction of the company. Waste Industries is requesting a recycling processing fee of \$62/ton due to changes in the recycling process. This is a new fee. County Manager John Crumpton recommended using fund balance to offset the additional expenses incurred during the first year and then reevaluate the status of recycling following a year to consider modifying the household fees. Commissioner Reives moved to approve the second amendment to the Roll-Off Hauling and Front Load Dumpster Service Agreement with Waste Industries, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

C. Consideration of declaring the house located at 1111 Woodland Avenue surplus and disposing through the upset bid procedure.

General Services Director Russel Spivey and County Attorney Whitney Parrish presented an offer to purchase personal property identified as a house located at 1111 Woodland Avenue Sanford, NC from John Oldham in the amount of \$300. It would cost the County about \$2,700 to tear down and dispose of the house. Lee County purchased certain tracts of land around the courthouse from Ruby and Ernest McSwain Estate in 2017. One of the parcels, 1111 Woodland Avenue PIN 9652-05-0285-00 has a house located on the property. The County was going to demolish the house and leave the lot vacant. John Oldham, with Eugene Oldham and Sons House Movers has placed an offer to purchase and move the house for \$300. This service will include cleaning up all debris where the house was located, sowing grass, and covering the site of removal with straw. If the Board wishes to dispose of this personal property, it can declare the property as surplus and dispose of it by public auction, sealed bid, or through upset bid. In this instance, staff suggests following the same procedure we do with other surplus real property and dispose of the house through the upset bid procedure. Commissioner Knecht moved to declare the property as surplus, accept the offer in the amount of \$300 to purchase and remove the house, and authorize staff to advertise and allow for upset bids, a copy of the Resolution authorizing the sale of personal property, a house, located at 1111 Woodland Ave PIN 9652-05-0285-00 is hereby attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

D. Resolution Supporting the Responding Efforts of the Juvenile Crime Prevention Council to the Juvenile Justice Reinvestment Act Raise the Age Legislation.

Pamela Glover, Chair of the Juvenile Crime Prevention Council, provided information regarding the Raise the Age legislation that will go into effect December 1, 2019. North Carolina is one of the last states that still charges 16 year olds as adults, so with the new legislation, they will be considered juveniles. Every JCPC in North Carolina is asking for support from the County Commissioners for the JCPC to send to the General Assembly. More juveniles in the system will require additional resources to provide for the needs of the youth. Commissioner Sharpe moved to approve the Resolution supporting responding efforts of the Juvenile Crime Prevention Council to the Juvenile Justice Reinvestment Act Raise the Age Legislation as presented, a

copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

E. Consideration of the Board of Commissioners' summer meeting schedule.

In the past, the Board of Commissioners have only met one time a month during the months of July, August, and September in order to allow staff and Commissioners time for vacations. Commissioner Smith moved to approve a modified summer meeting schedule to meet once a month for the months of July, August, and September beginning at 6:00 p.m. on the dates of July 15, August 19, and September 16. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

Commissioner Dalrymple requested to move the Budget Work Session originally scheduled for May 28th to June 3rd beginning at 4:00 p.m. prior to the regular Board of Commissioners' meeting.

F. Request for approval of contract for Blue Cross Blue Shield of NC for health insurance effective August 1, 2019 through July 31, 2020 and approval of the wellness incentives for employees.

Human Resources Director Joyce McGehee proposed that Lee County continue coverage with Blue Cross Blue Shield of North Carolina. The renewal for 2019/2020 is a 0% increase in premium for the County. It is proposed that the current PPO health insurance benefit remain the same for 2019/2020. The PPO Plan is a basic pay plan of \$20 for primary care office visits and pharmacy co-pays of \$4, \$40, and \$55. It is proposed that employees who participate in the County's wellness screenings continue to receive a monthly discount of \$25 on the employee monthly premium. The employees' monthly contribution will be \$96.56.

It is proposed that the current HSA Plan remain the same with a \$1,000 contribution by the County for those employees who participate in the county's wellness screenings. Non-participants will receive a \$700 contribution to their HSA account. The County's contribution is made to the HSA Plan to help defray costs because the HSA Plan does not have co-pays for office visits and pharmacy. Employees are responsible for 100% of charges up to \$1,500 before BCBS pays anything. The employees' monthly contribution will remain at \$0.

It is proposed that retirees who are pre-sixty five have the option of choosing between the PPO and the HSA. It is proposed that post-sixty five retirees remain on the Medicare Advantage Plan.

Commissioner Sharpe moved to authorize the Chair to sign the contract for Blue Cross and Blue Shield for health insurance effective August 1, 2019 through July 31, 2020 and approve wellness incentives to employees who participate in the County's Wellness Program. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

G. NC Parks and Recreation Trust Fund Grant Application. – Moved to Consent Agenda

H. Request for approval of bid award to Cunningham Recreation for new playground installation at Lett Family Park in Broadway.

Parks and Recreation Director John Payne issued a request for bids for a new playground installation for Lett Family Park in Broadway. Six firms responded. Parks and Recreation staff reviewed and ranked the submittals with one being the best. Barrs Recreation's submittal did not include swings, which is preferred for a playground. Barr's submitted a proposal with swings that totaled \$58,978.33. Cunningham Recreation, also known as Game time, submitted the lowest bid for the project at \$56,479.44 which included the swings staff preferred along with other elements consistent with each submittal. Commissioner Smith moved to approve the bid from Cunningham Recreation/Game Time in the amount of \$56,479.44. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Revies, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

I. Presentation of 2020-2024 Recommended Capital Improvements Program (CIP).

County Manager John Crumpton presented his recommended Capital Improvements Program for fiscal years 2020-2024.

Commissioner Smith moved to recommend following the County Manager's priorities for the upcoming CIP. Commissioner Smith moved to amend his motion to add the five recommended priorities including the Judicial Building, Sports-Complex, Library/CCCC Classroom Building, Fire Range, and Renovations at the Lee County Government Center. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

J. Sandhills Center Tailored Plan Position

Commissioner Smith read aloud the position statement from the Sandhills Center to ask for support of the Board as the transition to the Tailored Plan for Medicaid transformation takes place. Commissioner Smith moved to adopt the position statement as presented, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

VI. MANAGERS' REPORTS

A. March 2019 Financial Report

Assistant County Manager/Finance Director Lisa Minter presented the March 2019 Financial Report to the Board. No action was taken.

B. County Manager's Monthly Report for April 2019.

County Manager John Crumpton presented his monthly report for April 2019, a copy of which is attached to these minutes and by this reference made a part hereof. No action was taken. Dr. Crumpton reminded the Board regarding the adoption of a resolution in 2018 to change the hunting season district. A request has been made to update the resolution to affirm the support of the current board. The change in zones would extend the hunting season approximately two weeks. Representative Sauls has agreed to run this as part of another bill if the Board will reaffirm. Commissioner Smith moved to reaffirm the resolution supporting the change of the deer hunting season, a copy of the reaffirmed resolution is hereby attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follow:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

VII. COMMISSIONERS' COMMENTS

Commissioner Dalrymple reminded the Board that the withholding of funds from the Boys and Girls Club was contingent on a representative coming before the Board to answer the Board's questions and concerns. Commissioner Smith moved to proceed with releasing the \$10,000 in funds budgeted this fiscal year for the Boys and Girls Club. Commissioner Knecht requested and Commissioner Smith moved to amend his motion to add that the nonprofit policy be amended to include any concerns and requests from the Board of Commissioners should be addressed in a timely fashion. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

VIII. CLOSED SESSION

Commissioner Dodson moved to go into Closed Session per N.C. General Statute § 143-318(a)(6) to discuss a personnel matter. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously and the Board went into Closed Session.

ADJOURNMENT

Upon return from Closed Session and with no further business to come before the Board, Commissioner Knecht moved to adjourn the meeting. Upon a vote, the results were as follows:

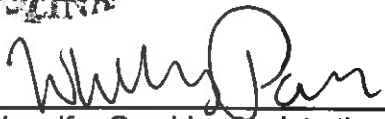
Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously and the meeting adjourned at 8:20 p.m.



Amy M. Dalrymple, Chair
Lee County Board of Commissioners





Jennifer Gamble, Clerk to the Board
Whitney Parrish, Deputy Clerk



RESOLUTION REQUESTING A MODIFICATION TO LEE COUNTY'S DEER HUNTING SEASON FROM THE NORTH CAROLINA GENERAL ASSEMBLY

WHEREAS, numerous citizens have voiced requests for an extension to the deer hunting season due increased reports of property damage caused by the deer population in Lee County; and

WHEREAS, the deer population in Lee County continues to grow under the length of the current (Central) season and citizens continue to request an extension of the deer season to more adequately control the population; and

WHEREAS, Lee County has a large agriculture community and a growing residential community thus it is imperative to maintain control of an increasing deer population to protect from the destruction of farmland and for the safety of the community at large; and

WHEREAS, the Lee County Board of County Commissioners passed a resolution in March of 2010, October 2015, and February 2018 requesting the North Carolina Wildlife Resources Commission extend the deer season in Lee County and to this date, no action has been taken to extend the season.

WHEREAS, the North Carolina Wildlife Resources Commission has proposed changes in deer regulations for 2018-2019.

WHEREAS, while Lee County is part of the current and proposed Central Season, the majority of the area surrounding Lee County including Moore County and Harnett County are a part of the proposed Southeastern Season.

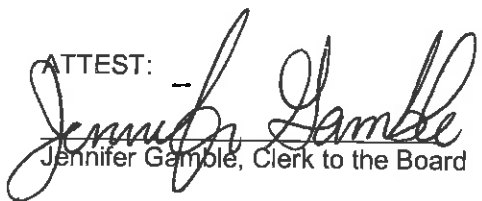
WHEREAS, the difference in duration of the proposed Central Season compared to the proposed Southeastern Season is approximately 3 weeks.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of County Commissioners that:

1. The Lee County Board of County Commissioners requests that Lee County be moved from Central Deer Season to the proposed Southeastern Season for the purposes of extending the deer hunting season.
2. That this change in zones be effective beginning as soon as possible in accordance with state laws.
3. All laws, rules and regulations that currently pertain to hunting deer in Lee County continue to be in force even with the change in Deer Seasons.
4. No hunting will be allowed on county property without the written approval of the Lee County Board of County Commissioners.
5. The County Clerk is directed to forward copies of this resolution to the Executive Director of the North Carolina Wildlife Resources Commission, Senator Jim Burgin, Representative John Sauls, the Sanford City Council, and the Town Council of Broadway.

Adopted this 15th day of April, 2019.


 Amy M. Dalrymple, Chair
 Lee County Board of Commissioners

ATTEST: 
 Jennifer Gamble, Clerk to the Board





SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

Tailored Plan Regions Position Statement April 9, 2019

Thank you for allowing us to provide input to help craft the North Carolina Association of County Commissioners' (NCACC) recommendation to the Secretary of Health and Human Services' Tailored Plan region design. NCACC's involvement in this design is critical to the long-term success of the Plan given the strong connection between North Carolina's individual counties and their local behavioral health services. NCACC feedback is even more critical when considering the population to be served by the Tailored Plan and the expected involvement between county departments and the Tailored Plans in meeting the needs of this population.

Sandhills Center Local Management Entity – Managed Care Organization (LME-MCO) is the product of three successful mergers. We currently serve a nine-county region in central North Carolina. Those mergers have included single-county additions as well as multi-county operations, including rural and urban areas. The challenges to addressing behavioral health and intellectual/developmental disability needs in each community may be somewhat different, but some themes remain consistent. Top among those is maintaining the greatest level of local involvement and local control allowed by the behavioral health delivery system in place. Throughout the changes to the behavioral health system, Sandhills Center has maintained a focus on a strong connection to County Commissioners in our respective counties, and preserving County Commissioner representation from each county on our governing Board of Directors.

Additionally, we have worked closely with each county to identify their individual behavioral health funding priorities, and we have used those priorities while shaping our investment in local services. This approach has strengthened our continuum of crisis services throughout our area, including offering a crisis facility in each county, plans for multiple Facility Based Crisis services, expansion of Hospital Transition Teams and Mobile Crisis Teams, as well as expansion of services to incarcerated individuals and those transitioning back to the community.

Sandhills Center's commitment is to continue this connection in each local county as we move forward with Medicaid Transformation and the introduction of Tailored Plans. We value our partnership with each county represented in our area and would very much like to continue serving each county as a Tailored Plan. Our addition of counties over time has been the result of being open to discussing possibilities with counties who share our vision for local presence and local control. We remain open to discussing possibilities with additional counties that wish to examine opportunities for a collaborative partnership.

Lee County is a constituent county of the Sandhills Center catchment area. We have enjoyed our close working relationship with Sandhills Center throughout the years. We share their interest in significant County participation in the behavioral health system that serves our communities. We share their position on Tailored Plan region design and would like to continue our participation with Sandhills Center as they transition into a Tailored Plan for North Carolina.

P.O. Box 9, West End, NC 27376
24-Hour Access to Care Line: 1-800-256-2452
TTY: 1-866-518-6778 or 711
Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery,
Moore, Randolph & Richmond counties





Tailored Plan Regions Position Statement

Lee County is a constituent county of the Sandhills Center catchment area. We have enjoyed our close working relationship with Sandhills Center throughout the years. We share their interest in significant County participation in the behavioral health system that serves our communities. We share their position on Tailored Plan region design and would like to continue our participation with Sandhills Center as they transition into a Tailored Plan for North Carolina.

Dated this the 15th day of April, 2019.



A handwritten signature in black ink that reads "Amy M. Dalrymple".

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

A handwritten signature in black ink that reads "Jennifer Gamble".

Jennifer Gamble, Clerk
Lee County Board of Commissioners

2019-10

**RESOLUTION AUTHORIZING THE DISPOSAL OF VEHICLES AS SURPLUS
PROPERTY THROUGH ONLINE PUBLIC AUCTION**

WHEREAS, the County of Lee owns seven vehicles, as described on Attachment A, that are surplus to its needs; and,

WHEREAS, North Carolina General Statute 153A-176 and 160A-270 allows the County to sell personal property at public auction upon approval of the Lee County Board Of Commissioners and after publication of a notice announcing the auction; and,

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners hereby authorizes the sale at public auction the seven vehicles as listed on Attachment A.
2. The Lee County Board of Commissioners authorizes the auction to be conducted through the Division of NC State Surplus Property, which conducts public auctions through electronic means.
3. The auction will be conducted beginning at a date and time determined by the NC State Surplus Property Division and that date and time will be advertised on the County's website.
4. Notice of said auction will be advertised on the County's website before the auction takes place.
5. The terms of the sale are that the property is sold in its current condition, as is, and the County gives no warranty with respect to usability of the property and
6. That the buyer will pay the full amount of his or her bid before the conclusion of the auction. Failure to make payment on the day of the auction cancels the buyer's bid.
7. That the County reserves the right to withdraw any listed property from the auction at any time before the auction sale of that property.

Dated this the 15th day of April, 2019



A handwritten signature in cursive script that reads "Amy M. Dalrymple".

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

A handwritten signature in cursive script that reads "Jennifer Gamble".

Jennifer Gamble, Clerk
Lee County Board of Commissioners

7/18/18
07:07

LEE COUNTY
GASBOY FC FUEL/FLEET
VEHICLE LISTING

DEPARTMENT 4313 SCHOOL RESOURCE

-----VEHICLE-----				-----ODOMETER-----		AVG	SITE	STATUS			
NUMBER	LICENSE	VIN	KEY	DESCRIPTION	IP	PRICE	YEAR-START		LAST-POST	MPG	MPG
1036	75679V	2C3CDXAT9PH917594	1961	2015 DODGE CHARGER	1	0	98	71,685	14.9	Y	ACTIVE
1084	75677V	2C2CDXAT1FH917590	1952	2015 DODGE CHARGER	1	0	120	60,430	17.6	Y	ACTIVE
1087	75678V	2C3CDXAT7PH917593	1957	2015 DODGE CHARGER	1	0	595	48,118	15.1	Y	ACTIVE
1224	64207V	2B3KA43N17M817709	902	07 DODGE CHARGER	1	0	128	171,675	13.4	Y	ACTIVE
1242	64217V	2B3KA43T20H519379	1069	DODGE CHARGER 09	1	0	310	168,075	13.6	Y	LOCKED OUT
1245	75680V	2C3CDXAT2PH917596	1977	2015 DODGE CHARGER	1	0	136	65,422	16.0	Y	ACTIVE
1246	83053V	2C3CDXAT6PH917598	1978	2015 DODGE CHARGER	1	0	79	67,068	13.9	Y	ACTIVE
1290	64220V	2C3CDXAT0CH13465R	1158	2012 DODGE CHARGER	1	0	75	122,386	14.7	Y	ACTIVE
1295	23334V	2C3CDXATPDDH608057	1189	2013 DODGE CHARGER	1	0	10	88,047	13.9	Y	ACTIVE
1298	23330V	2C3CDXAT1DN608053	3438	2013 DODGE CHARGER	1	0	10	107,582	15.1	Y	ACTIVE
1299	23339V	2C3CDXAT5DH608055	1193	2013 DODGE CHARGER	1	0	10	118,555	14.2	Y	ACTIVE
1300	23336V	2C3CDXAT2DH608059	1194	2013 DODGE CHARGER	1	0	10	91,504	16.4	Y	ACTIVE
1764	70528V	2C3CDXAT8DHT34586	1566	2013 DODGE CHARGER	1	0	275	67,678	14.5	Y	ACTIVE
1766	70526V	2C3CDXAT3DHT34589	1571	2013 DODGE CHARGER	1	0	275	114,606	15.5	Y	ACTIVE
1770	70650V	2B3KA43T09H590567	1576	09 DODGE	1	0	144,491	165,470	15.7	Y	ACTIVE
1917	75681V	2C3CDXAT4PH917597	1964	2015 DODGE CHARGER	1	0	87	58,251	12.8	N	ACTIVE
1938	86054-V	2C3CDXAT3PH917591	1996	2016 DODGE CHARGER	1	0	80	52,588	14.0	Y	ACTIVE
1942	83052V	2C3CDXAT1FH917587	1987	15 DODGE CHARGER	1	0	79	60,737	14.0	Y	ACTIVE
1955	88619V	2C3CDXAT6GH356708	2017	2016 DODGE CHARGER	1	0	82	17,394	14.4	Y	ACTIVE

DEPARTMENT TOTALS FOR 19 VEHICLES

7/18/18
07:07

LEE COUNTY
GASBOY PC FUEL/FLEET
VEHICLE LISTING

DEPARTMENT 5100 HEALTH DEPARTMENT

-----VEHICLE-----						-----ODOMETER-----		AVG	SITE		
NUMBER	LICENSE	VIN #	KEY	DESCRIPTION	TP	PRICE	YEAR-START	LAST-POST	MPG	MPG	STATUS
1078	23323V	1FTYR14U71TA60336	545	2001 FORD RANGER	3	0	10	75,915	15.0	Y	ACTIVE
1307	22128V	3FA6POG7XGR227172	1307	16 FORD FUSION	1	0	174	20,176	23.6	Y	ACTIVE
1314	79875R	2BYKB31Z7SE558351	489	95 CHATHAM CO DODGE VAN	4	0	18,570	23,704	37.3	Y	LOCKED OUT
1317	64251V	1G1ND52M1X6210928	442	99 MALIBU SEDAN	1	0	59	54,051	21.5	Y	ACTIVE
1319	64253V	1FTYR14U11TA60336	777	01 FORD RANGER XT	3	0	10	100,857	15.2	Y	ACTIVE
1321	5100	1B3EJ46X21N598094	553	2001 DODGE STRATUS	1	0	10	46,414	24.1	Y	ACTIVE
1322	64256V	1B7CH16Y71S234509	556	2001 DODGE RAM 1500	3	0	78	130,790	14.2	Y	ACTIVE
1327	64257V	1FAPP58D42A213661	814	2002 FORD SW	2	0	50,499	74,924	20.2	Y	ACTIVE
1328	64258V	1G4HP54K44U127853	815	04 BUICK LESABRE	1	0	6	87,145	44.5	Y	ACTIVE
1329	GAS CAN KY	XXXXXXXXXXXXXXXXXX	1196	GAS CAN	7	0	0	0	0.0	Y	ACTIVE
1332	83538V	1FADP3F26GL247657	1969	2016 FORD FOCUS	1	0	230	14,169	26.6	Y	ACTIVE
1333	84838V	3C4PDCAB1GT208843	1989	2016 DODGE JOURNEY	4	0	173	9,058	19.0	Y	ACTIVE
1334	84837V	3C4PDCAB3GT208844	3435	2016 DODGE JOURNEY	4	0	78	23,403	20.3	Y	ACTIVE
1335	VC84113	1FTMF1CB1JFB33187	1609	2018 FORD TK	3	0	60	2,498	20.2	N	ACTIVE
1349	VC84112	1FTMF1CBXJFB33186	1610	18 FORD PICKUP	3	0	109	1,085	14.7	N	ACTIVE

DEPARTMENT TOTALS FOR 15 VEHICLES

7/18/18
 8:07

LEE COUNTY
 CASBOY PC FUEL/FLEET
 VEHICLE LISTING

DEPARTMENT 4262 GENERAL SERVICES

VEHICLE						-ODOMETER-		AVG	SITE		
NUMBER	LICENSE	VIN #	KEY	DESCRIPTION	TP	PRICE	YEAR-START	LAST-POST	MPG	KPG	STATUS
100	BACK UP	DIESEL		100 DIESEL	7	0	0	0	0.0	Y	ACTIVE
101	101 GAS	SPARE GAS KEY		101 SPARE GAS KEY	7	0	0	0	0.0	Y	ACTIVE
1000	KOB 6120	12345678910111213151		806 KOBOTA	10	0	0	0	0.0	Y	ACTIVE
1005	63007V	1GBJC34MXEV123068		521 84 CHEV DUMP TK GRNDS	5	0	48,980	94,290	7.1	Y	ACTIVE
1008	FERRIS	GROUNDS		1994 FERRIS MOWER	10	0	0	0	0.0	Y	ACTIVE
1009	63008V	1F0NF70H1LVA23681		1180 90 DUMP TK GRNDS	5	0	29,366	50,402	4.5	Y	ACTIVE
1020	23577	1FADP3F26GL239154		110 2016 FORD FOCUS	1	0	235	13,638	17.8	Y	ACTIVE
1022	XX-1022	CH4045D001435		811 JOHN DEERE TRACTOR DIESEL	10	0	1,451	2,790	1.2	Y	ACTIVE
1024	XX-1024	39789-70162		635 REGULAR GAS CAN/TORO	7	0	3	0	0.0	Y	ACTIVE
1025	XX-1025	30761-50648		328 REGULAR GAS CAN/TORO	7	0	4,059	4,236	0.7	Y	ACTIVE
1034	82658V	1FBZX2Z28GKA37322		1956 FORD VAN 2016	4	0	50	13,388	8.8	Y	ACTIVE
1035	82858V	1FYSN3B64GRB33393		1960 2016 FORD GRNDS	3	0	81	7,154	8.5	Y	ACTIVE
1037	91853-V	1FDYX2A6XHEB60266		2009 17 FORD F250	3	0	101	11,709	9.1	Y	ACTIVE
1040	KAX-1040	97101511		416 TORO SAND PRO 2020	10	0	1	0	0.0	Y	ACTIVE
1041	63010V	3B7KY2G2XKM564618		636 WHITE 99 DODGE 2500 GRNDS	3	0	90	99,405	7.5	Y	ACTIVE
1043	63012V	3B7KC26261M250603		499 2000 DODGE RAM 2500 PU	3	0	90	110,688	9.3	Y	ACTIVE
1044	63013-V	1B7HC16Y11S676766		1999 2001 DODGE GRNDS	3	0	90	123,222	10.6	Y	ACTIVE
1045	63014V	1B7HC16Y31S676767		512 01 DODGE GRNDS	3	0	90	150,777	9.6	Y	ACTIVE
1046	C	4Y202841		537 2000 CAT	10	0	6	1,147	1.2	Y	ACTIVE
1047	GAS CAN	0		783 WEEDEATERS	7	0	0	0	0.0	Y	ACTIVE
1048	63015V	1B7HC16Y31S234510		554 2001 DODGE RAM	3	0	90	74,079	10.0	Y	ACTIVE
1052	DISEL			576	7	0	0	0	0.0	Y	ACTIVE
1053	XX-1053	260000351		820 07 TORO SAND PRO	10	0	0	0	0.0	Y	ACTIVE
1054	070707			840 07 MOWER	10	0	0	0	0.0	Y	ACTIVE
1055	1055	00000000000000000000		1078 FERRISOS MOWER	7	0	0	0	0.0	Y	ACTIVE
1056	63017V	1FDBP3G61BR091186		1137 11 DUMP TRK	5	0	151	12,275	6.2	Y	ACTIVE
1057	MIX GAS	MIX GAS		1564 MIX GAS	7	0	0	0	0.0	Y	ACTIVE
1103	63018V	2FAPPT1W44X143735		685 04 FORD CROWN S-14	1	0	73	102,200	15.2	Y	ACTIVE
1108	63013V	1FMZ073W13UA86402		1066 03 FORD EXP S - 2	3	0	417	98,400	13.2	Y	ACTIVE
1122	43851V	2FAPPT1W44X143735		685 04 FORD CROWN S-14	1	0	54	125,952	15.1	Y	ACTIVE
1124	12893W	2FAPPT1W84X143737		3439 FORD CROWN 04 S-31	1	0	55	125,740	16.2	Y	ACTIVE
1130	XX 1130	74214 2100000145		1022 Z MASTER	7	0	1	0	0.0	Y	ACTIVE
1138	VRA3584	1FVZU63W85UB30413		753 05 FORD EXP	10	0	255	110,070	14.1	Y	ACTIVE
1173	63024V	2FAPPT1W8XX161988		437 99 FORD VIC S 3	1	0	12	138,547	14.4	Y	ACTIVE
1187	64267V	2FAPPT1W71X152657		562 2001 FORD CROWN S-7	1	0	500	120,151	14.9	Y	ACTIVE
1274	63027V	1GNEV18K1JF186866		171 88 CHEVY BLAZER	1	5	73,216	104,347	9.7	Y	ACTIVE
1324	86509V	1FTYR15E94PB16653		698 04 FORD PICKUP GRNDS	4	0	54	140,034	14.9	Y	ACTIVE
1325	63031V	1FTYR44VX3PB37867		756 03 FORD TK	3	0	8,617	109,387	14.8	Y	ACTIVE
1353	43852V	1G1ND52M9X6220857		443 1999 MALIBU CHEVY	1	0	4	130,368	23.8	Y	ACTIVE
1911	53167T	1FTNS2KLOBDA11465		1205 2014 B250 EXT CARGO VAN	4	0	50	36,696	11.5	Y	ACTIVE
9001	63033V	1GNCK26R3XJ468228		438 99 CHEVY 4WD SUBURBAN	3	0	87	141,288	10.5	Y	ACTIVE
9010	4262 KA	4262		995 KUBOTA MOWER	7	0	6	0	0.0	Y	ACTIVE
9020	GAS CANS09	SSSSSSSSSSSSSSSSSSSS		1075 WEEDEATERS	7	0	0	0	0.0	Y	ACTIVE
024	4262 KA2	4262AM		2030 KUBOTA MOWER	7	0	0	0	0.0	N	ACTIVE
9025	11804W	1FTYR2A64REP25072		2040 2017 FORD F250	3	0	1	2,690	7.3	N	ACTIVE
9026	11803W	1FTYR867REP25078		2041 2017 FORD F250 4X4	3	0	1	3,600	7.9	N	ACTIVE

DEPARTMENT TOTALS FOR 46 VEHICLES

7/18/18
07:07

LEE COUNTY
GASBOY PC FUEL/FLEET
VEHICLE LISTING

DEPARTMENT 4310 LEE COUNTY SHELTER

-----VEHICLE-----						-----ODOMETER-----		AVG	SITE		
NUMBER	LICENSE	VIN #	KEY	DESCRIPTION	TP	PRICE	YEAR-START	LAST-POST	MFG	MIG	STATUS
1776	DL2962	1FTWW33P26EC28970		1944 FORD F350	3	0	221,860	227,182	11.0	Y	ACTIVE
1777	DFV9769	2HJYK16526N507911		1945 06 HONDA RIDGELINE	1	0	149,731	176,609	12.5	Y	ACTIVE
1778	DFV9770	5N1AA08A34N728849		1946 04 NISSAN ARMADA	1	0	132,000	157,526	9.9	Y	LOCKED OUT
1779	123346769	NEED TO GET VEH INFO		1155 PICK UP TRUCK	3	0	107,800	0	0.0	N	ACTIVE
1912	70652V	2FANF71W88X163652		1572 FORD 2006 CROWN VIC	1	0	81,424	138,970	15.6	Y	ACTIVE
1913	CHX6400	2B3AA4CT8AH188859		1913 2010 DODGE	1	0	144,426	185,900	18.4	Y	ACTIVE
1916	ZBY6849	1FBSS31L58DB19524		1938 FORD	4	0	0	0	0.0	Y	ACTIVE
1918	EPD8309	1FTEW1E55JFA79389		2047 2018 FORD F150	3	0	852	9,328	12.1	Y	ACTIVE
1939	83055V	2C3CDXAT8FH917599		1980 2016 DODGE CHARGER	1	0	93	53,342	13.6	Y	ACTIVE
1943	83051V	2C3CDXAT3FR917588		1988 16 DODGE CHARGER	1	0	180	37,410	14.2	Y	ACTIVE
1944	83056V	2C3CDXAT6FH917592		1992 2015 DODGE CHARGER	1	0	90	63,977	13.8	Y	ACTIVE
1945	EBJ4551	1C4SDJFT4HC709576		2003 2017 DODGE DURANGO NP	10	0	83	15,285	12.7	Y	ACTIVE
1946	88621V	2C3CDXAT8GH356709		2004 16 DODGE CHARGER	1	0	82	39,533	13.4	Y	ACTIVE
1947	FR-1193	1FTEW1C2HFA54502		2005 2017 FORD TRUCK	3	0	353	29,357	13.3	Y	ACTIVE
1948	88623V	2C3CDXAT4GH356710		2011 2016 DODGE CHARGER	1	0	246	34,131	11.8	Y	ACTIVE
1950	88626V	2C3CDXAT0GH356705		2012 2016 DODGE CHARGER	1	0	225	39,495	14.9	Y	ACTIVE
1951	88622V	2C3CDXAT9GH356329		2013 2016 DODGE CHARGER	1	0	83	29,339	16.1	Y	ACTIVE
1952	88620V	2C3CDXAT4GH356707		2014 2016 DODGE CHARGER	1	0	90	35,535	14.3	Y	ACTIVE
1953	88624V	2C3CDXAT2GH356706		2015 2016 DODGE CHARGER	1	0	18	43,125	14.1	Y	ACTIVE
1954	88625V	2C3CDXAT9GH356704		2016 2016 DODGE CHARGER	1	0	94	43,155	13.1	Y	ACTIVE
1956	EPD-8101	5N1DR2MM2HC636330		2019 2017 NISSAN PATHFINDER	1	0	241	22,604	14.9	Y	ACTIVE
1957	EPD8450	1NGCP36838A053726		2025 02 HONDA ACCORD	1	0	179,744	187,369	15.5	N	ACTIVE
1958	11905-W	2C3CDXKT4JH181297		2036 2017 DODGE CHARGER	1	0	140	8,446	12.2	N	ACTIVE
1959	11904-P	2C3CDXKT2JH174512		2048 2016 DODGE CHARGER	1	0	142	14,549	11.5	N	ACTIVE
1960	11906W	2C3CDXKT0JH174508		2049 2018 DODGE CHARGER	1	0	245	15,134	13.5	N	ACTIVE
1961	11910W	2C3CDXKT2JH174509		2050 2018 DODGE CHARGER	1	0	107	7,691	11.7	N	ACTIVE
1962	11907-h	2C3CDXKT9JH174510		2051 2017 DODGE CHARGER	1	0	169	12,214	10.6	N	ACTIVE
1963	11909-h	2C3CDXKT0JH174511		2052 18 DODGE CHARGER	1	0	92	16,737	14.9	N	ACTIVE
1964	11908W	2C3CDXKT4JH174740		2053 2018 DODGE CHARGER	1	0	670	13,209	14.4	N	ACTIVE
1965	1234567	1GNSKAKC1J2312896		3442 2018 CHEV TAHOE	3	0	57	1,801	10.5	N	ACTIVE

DEPARTMENT TOTALS FOR 79 VEHICLES

LEE COUNTY NC
SANFORD, NC, 27730

Fuelmaster Vehicle Report by Vehicle ID

Page 1 of 1

Date: 3/29/2019 Time: 10:50:43AM

Vehicle ID: 00009001

Vehicle ID: 00009001
 Description: 8228 GROUNDS
 Customer ID: 000004262 GENERAL SERVICES
 Agency:
 Organization:
 Usage:
 Vehicle Year: 1999
 Date Service Began: 11/ 13/ 2018
 Odometer/ Chronometer: 142,631
 Date Odometer Read: 12/ 14/ 2018
 Miles/ Hours Range: 1,000
 Next PM Mileage: 0
 PM Range: 3,000

Encoded: True
 Authorized: True
Key Options
 Odometer: True
 Pin: False
 User ID: True
 Receipt: False

<u>Product</u>	<u>Description</u>	<u>Capacity</u>	<u>Allotment</u>	<u>Price Level</u>	<u>Cost</u>
1	Unleaded	255	500	1	1.87

WARNING: This document contains information subject to the Privacy Act of 1974

LEE COUNTY NC
SANFORD, NC, 27730

Fuelmaster Vehicle Report by Vehicle ID

Vehicle ID: 00001220

Vehicle ID: 00001220
 Description: 7706
 Customer ID: 000004313 SCHOOL RESOURCE
 Agency:
 Organization:
 Usage:
 Vehicle Year: 2007
 Date Service Began: 11/07/2018
 Odometer/Chronometer: 173,630
 Date Odometer Read: 03/12/2019
 Miles/Hours Range: 2,500
 Next PM Mileage: 0
 PM Range: 3,000

Encoded: True
 Authorized: True
Key Options
 Odometer: True
 Pin: False
 User ID: True
 Receipt: False

<u>Product</u>	<u>Description</u>	<u>Capacity</u>	<u>Allotment</u>	<u>Price Level</u>	<u>Cost</u>
1	Unleaded	255	500	1	1.87

WARNING: This document contains information subject to the Privacy Act of 1974

7/18/18
07:07

LBE COUNTY
GASBOY PC FUEL/FLEET
VEHICLE LISTING

DEPARTMENT 4310 LBE COUNTY SHERIFF

NUMBER	LICENSE	VEHICLE		DESCRIPTION	TP	PRICE	-ODOMETER-		AVG MPG	SIR MPG	STATUS
		VIN #	KEY				YEAR-START	LAST-POST			
	1 KEY	12345678910111213141		896 SPARE	1	0	0	0	0.0	Y	ACTIVE
	6 EMG KEY	44444444444444444444		1141 SPARE KEY	1	0	0	0	0.0	N	ACTIVE
1079	ACD8306	1C4RJFAG3CC150416		1154 GRAND CHEROKEE JEEP2012	10	0	84	67,396	15.2	Y	ACTIVE
1083	01745D	2C3CDXAT5FH917580		1951 DODGE 2015	1	0	15	11,096	13.4	Y	LOCKED OUT
1085	DLE9921	2G1WD5E37G1109707		2021 2016 CHEV	1	0	159	39,644	21.1	Y	ACTIVE
1088	76268V	1FMRK88B1CGA74128		1163 2012 FORD EXPLORER	10	0	71	67,733	13.9	Y	ACTIVE
1090	YYA3288	1GN5CAL066R156404		1131 CHEV TAHOE 2011	10	0	140	94,584	13.3	Y	ACTIVE
1091	70971-V	1FT7W2B63BE046800		1129 FORD F250 2011	10	0	85	104,527	10.6	Y	ACTIVE
1094	G3099V	2B3AA4CT6AH303801		1068 2010 DODGE CHARGER	1	0	70	168,200	14.3	Y	ACTIVE
1097	64227V	2B3AA4CT6AH303802		1121 2010 DODGE CHARGER S-24	1	0	80	156,442	15.8	Y	ACTIVE
1099	YYA3276	1GNUKBR02AR226559		1918 2010 CHEV TAHOE	3	0	220	145,108	14.7	Y	ACTIVE
1135	WVDR333	1FTPX14V47NAG4982		1598 07 F150 4X4	3	0	337	113,676	10.6	Y	ACTIVE
1150	YYA4664	1GNUCAE00AR290753		1117 2010 CHEV TAHOE S-2	3	0	308	82,161	14.7	Y	ACTIVE
1151	YYA-4665	2B3AA4CT6AE303961		1119 2010 DODGE CHARGER S-9	1	0	126	116,488	16.0	Y	ACTIVE
1206	75682V	2C3CDXAT0PH917595		1972 2015 DODGE CHARGER	1	0	54	60,243	13.5	Y	ACTIVE
1208	VVJ6572	2FANP71W86X145488		1914 FORD CROWN VIC S-8	1	0	160	76,904	16.5	Y	ACTIVE
1219	CRK4395	1PKFU1659B1A07704		2046 08 FORD EXP	3	0	56	169,358	11.5	Y	ACTIVE
1220	64205V	2B3KA43H6TH817706		1567 2007 DODGE CHARGER	1	0	140	168,626	13.2	N	ACTIVE
1226	WYH5416	2B3KA53H27H876497		1042 07 DODGE CHARGER	1	0	450	123,166	15.9	Y	ACTIVE
1227	WYH5418	2B3KA53H27H891632		984 07 DODGE CHARGER	1	0	159	108,725	14.0	Y	ACTIVE
1228	WYH5417	1FTW132275339933		904 07 DODGE PICKUP	1	0	251	150,828	11.4	Y	ACTIVE
1231	64263V	2B3KA43H27H817704		1142 07 DODGE 4S	1	0	645	184,951	14.9	Y	LOCKED OUT
1232	64211V	1D8HB38N88F118224		1596 08 DODGE DURANGO SXT 4X4	10	0	125	181,550	12.6	Y	ACTIVE
1233	XPT9223	1D8HB38N88F118225		986 08 DODGE SUV	10	0	94	122,458	13.0	Y	ACTIVE
1239	64265V	2B3KA43H58H138592		993 08 DODGE 4S	1	0	99	153,874	22.8	Y	ACTIVE
1241	64226V	1FMRU73ET8UB00162		1941 FORD EXP 08	3	0	240	127,686	12.3	Y	LOCKED OUT
1287	ACD8305	1GN5CAR00BR374113		1152 CHEVY TAHOE	10	0	100	103,902	13.8	Y	ACTIVE
1288	64219V	2C3CDXATXCH134649		1157 2012 DODGE CHARGER	1	0	74	45,741	17.2	Y	ACTIVE
1291	64221V	2C3CDXAT3CH133827		1159 2012 DODGE CHARGER	1	0	75	123,449	14.6	Y	LOCKED OUT
1294	23333V	2C3CDXAT7DH608056		1188 2013 DODGE CHARGER	1	0	38	159,977	17.5	Y	ACTIVE
1296	23331V	2C3CDXAT3DH608054		1190 2013 DODGE CHARGER	1	0	10	130,866	15.2	Y	ACTIVE
1297	23329V	2C3CDXATXDH608052		1191 2013 DODGE CHARGER	1	0	10	99,146	13.9	Y	ACTIVE
1330	NONE	AD1UH22BTB2001547		1563 KIOTI SIDE BY SIDE	10	0	6	42	2.4	Y	ACTIVE
1350	23335V	2C3CDXATODH608058		1195 2013 DODGE CHARGER	1	0	38	118,646	16.0	Y	ACTIVE
1358	CL4536	1FTFW1CFODPA20959		2000 2013 FORD F150	3	0	200	76,038	14.4	Y	ACTIVE
1750	TXW9625	2FAHP71W05X146682		1028 2005 CROWN VIC	1	0	50	138,292	15.2	Y	LOCKED OUT
1755	TXW9626	2FAHP71W25X146683		1094 2005 CROWN VIC	1	0	50	121,812	15.7	Y	LOCKED OUT
1757	XKX9548	1N4BL21E38N455189		1040 08 NISSAN ALTIMA	1	0	343	125,969	19.6	Y	ACTIVE
1758	XKX9908	1FMRU73E18UB32369		1058 08 FORD EXP 4X4	10	0	169	111,053	12.9	Y	ACTIVE
1759	21318V	1FMRU73X18UB32368		1059 2008 FORD EXPLORER	1	0	217	146,762	13.0	Y	ACTIVE
1760	YYA3428	1FTHE24L19DA87100		1099 2009 FORD ECONOLINE 250	4	0	551	1,851	6.5	N	ACTIVE
1761	64224V	2B3AA4CT1AM161812		1198 10 DODGE CHARGER	1	0	146	182,157	16.4	Y	ACTIVE
1762	64225V	2B3AA4CT7AH171017		1921 2010 DODGE	1	0	242	163,601	13.9	Y	ACTIVE
1767	CRK-4348	1G11X5SL7EU139085		1206 14 CHEV IMPALA	1	0	16	52,450	23.9	Y	ACTIVE
1771	4 WHEELER	WHEELER		1922 4 WHEELER	10	0	0	0	0.0	Y	ACTIVE
1772	4CAN	44444444444444444444		1923 4CAN	7	0	0	0	0.0	Y	ACTIVE
1773	CKLY176	1D7HA18P37S259853		1924 07 DODGE	1	0	140,085	207,251	13.3	Y	ACTIVE
1774	CLN1524	2C3CDXAT7EH358612		1928 DODGE CHARGER 14	1	0	127	28,866	16.8	Y	ACTIVE

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 04/15/19/14
 DATE: April 15, 2019

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-3510-33300	DEHNR Environmental Health	10,000	19,950	29,950
Health	1100-3510-33350	DEHNR Child Health	180,443	5,005	185,448
Health	1100-3510-33380	DEHNR Maternal Health	37,038	5,005	42,043
TOTAL CHANGES				29,960	

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-5101-43960	Contracted Services	73,539	1,886	75,425
Health	1100-5101-46412	Technology Equipment < \$5,000	899	3,119	4,018
Health	1100-5102-43960	Contracted Services	3,686	1,200	4,886
Health	1100-5102-44100	Office/Department Supplies	1,198	3,805	5,003
Health	1100-5109-43400	Conference & Mtg Registration	1,324	90	1,414
Health	1100-5109-44100	Office/Department Supplies	2,454	7,251	9,705
Health	1100-5109-48400	Capital Outlay	2,010	1,400	3,410
Health	1100-5109-46411	Capital Outlay \$5,000 & Above	22,336	10,541	32,877
Health	1100-5109-46415	Equipment < \$500	2,740	668	3,408
TOTAL CHANGES				29,960	

Amy M Dalrymple
 AMY M. DALRYMPLE, CHAIR

Jennifer Gamble
 JENNIFER GAMBLE, CLERK TO THE BOARD



LEE COUNTY

Committed Today for a Better Tomorrow

2019-11

**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 696 CHELSEA DRIVE, LOT 696 WOODMERE, PIN 9661-62-3693-00,
LEE COUNTY, NORTH CAROLINA**

WHEREAS, the County of Lee owns certain vacant property located at 696 Chelsea Drive, Lot 696 Woodmere in Carolina Trace, PIN number 9661-62-3693-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1303, Page 334, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$35,000.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$2,923.94; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Wayne Langston on behalf of Coast2Coast Group LLC ("Offeror") to purchase the property described above in the amount of \$750.00, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$750.00 on behalf of Wayne Langston, Coast2Coast Group LLC; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer in any higher, upsetting offer, subject to the upset bid procedure.


NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
4. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.
8. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
9. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a nonwarranty deed.
 - d. Advertising fees are non-refundable once spent.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.

10. The Board of Commissioners may, at any time, reject any and all offers.


11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the 15th day of April, 2019.



Amy M. DeKuyper, Chair
Lee County Board of Commissioners





Jennifer Gamble, Clerk
Lee County Board of Commissioners

LEE COUNTY

Committed Today for a Better Tomorrow

2019-12

RESOLUTION AUTHORIZING THE SALE OF PERSONAL PROPERTY, A HOUSE, LOCATED AT 1111 WOODLAND AVE PIN 9652-05-0285-00

WHEREAS, the County of Lee owns property located at 1111 Woodland Avenue, 9652-05-0285-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1481, Page 932, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the property was purchased from the Ruby and Ernest McSwain Estate, to secure property surrounding the courthouse for future expansions; and,

WHEREAS, the County of Lee planned on demolishing the house located at the property; and,

WHEREAS, John Oldham of Eugene Oldham & Sons House Movers, contacted the County interested in purchasing the house and moving the house off of the property; and,

WHEREAS, Mr. Oldham's company has agreed to clean up the debris, sow grass, and cover with straw where the house is located; and,

WHEREAS, the tax value of the house for 2018 was \$20,800 and the value for 2019 is \$30,800.00; and,

WHEREAS, Mr. Oldham has submitted an offer to purchase and move the house for \$300.00, and has paid his deposit and advertising costs; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$300.00; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer and any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners hereby accepts the offer of \$300.00 from John Oldham on behalf of Eugene Oldham & Sons House Movers.
2. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
3. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
4. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
5. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
8. The Board of Commissioners may, at any time, reject any and all offers.
9. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.
10. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. The buyer must remove all debris from where the house was located and any debris that occurs as a result of the move.
 - d. Buyer must sow grass and cover with straw the area where the house was located.

- e. The County is not responsible for any damage to the house that occurs during the move, all liability of damage will be the responsibility of the Buyer.
- d. Advertising fees are non-refundable once spent.

3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the 15th day of April, 2019.



Amy M. Dalrymple
Amy Dalrymple, Chair
Lee County Board of Commissioners

ATTEST
Jennifer Gamble
Jennifer Gamble, Clerk
Lee County Board of Commissioners

RESOLUTION FOR

LEE COUNTY

2019-13

AUTHORIZING SUBMITTAL OF A NORTH CAROLINA PARKS AND RECREATION TRUST FUND GRANT APPLICATION FOR IMPROVEMENTS TO KIWANIS CHILDREN'S PARK

WHEREAS, the Commissioners of Lee County are committed to enhancing the quality of life in the community; and

WHEREAS, Lee County wishes to make improvements to the Kiwanis Children's Park as outlined in the Kiwanis Children's Park Master Plan; and

WHEREAS, the North Carolina Parks and Recreation Trust Fund (PARTF) has been authorized by the General Assembly to award grant funds to eligible park, recreation and open space projects; and

WHEREAS, Lee County intends to submit an application to the North Carolina Parks and Recreation Trust Fund for funding to support various improvements to Kiwanis Children's Park.

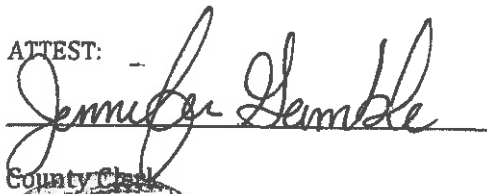
NOW, THEREFORE BE IT RESOLVED, by the Commissioners of Lee County, North Carolina that staff is hereby directed to submit an application to the North Carolina Parks and Recreation Trust Fund for funding to support various improvements to Kiwanis Children's Park.

Adopted this the 15th day of April, 2019.



Amy Dalrymple, Chair

ATTEST:


County Clerk





2014-14

**RESOLUTION SUPPORTING RESPONDING EFFORTS OF THE
JUVENILE CRIME PREVENTION COUNCIL TO THE
JUVENILE JUSTICE REINVESTMENT ACT RAISE THE AGE LEGISLATION**

WHEREAS, Juvenile Crime Prevention Council (JCPC) funding is a partnership between the State of North Carolina and the County to ensure a local continuum of services for court involved and at-risk juveniles; and,

WHEREAS, the Juvenile Crime Prevention Council, under the authority of NCGS§143B-851, and within the scope of its powers and duties, "Each County Council shall annually review the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated undisciplined or delinquent and the resources available to address those needs. In particular, each County Council shall assess the needs of juveniles in the county who are at risk or who have been associated with gangs or gang activity, and the local resources that are established to address those needs," and,

WHEREAS, the Juvenile Justice Reinvestment Act passed in 2017, also referenced as North Carolina's Raise the Age legislation, expands the age of juvenile jurisdiction, increasing it to include juveniles ages 16 and 17 years of age effective December 1, 2019; and,

WHEREAS, Raise the Age legislation also encourages the formulation of School Justice Partnerships to address the reduction of school-based juvenile complaints; and,

WHEREAS, Raise the Age legislation will increase the need for immediate and age-appropriate sanctions and diversion services for juvenile offenders and those at-risk of delinquency; and,

WHEREAS, the effort to immediately and effectively address juvenile offending behavior is an evidence-based investment in North Carolina's future;

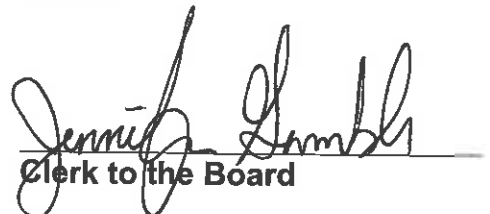
NOW, THEREFORE BE IT RESOLVED, that the Lee County Board of Commissioners will work with the Lee County Juvenile Crime Prevention Council as they develop strategies to support the additional needs resulting from the Juvenile Justice Reinvestment Act Raise the Age Legislation effective on December 1, 2019.

Adopted this 15th day of April 2019




Chairman

Attest:


Clerk to the Board

AMENDMENT #10
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #10, to Health Services Agreement dated June 1, 2007, between Lee County, North Carolina (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of the 15th day of April, 2019.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated June 1, 2007, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. County will compensate SHP based on a twelve-month annualized price of \$204,782.76 during the term of this Agreement effective June 1, 2019, through May 31, 2020, payable in monthly installments. Monthly installments during the term of this Agreement effective June 1, 2019, through May 31, 2020, will be in the amount of \$17,065.23 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

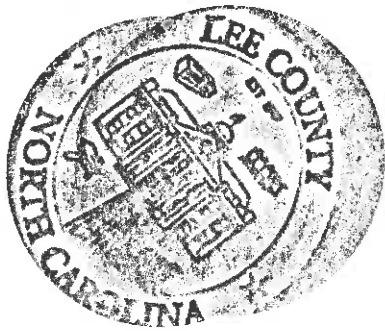
Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective June 1, 2019, the annual base price is calculated based upon an average daily inmate population of up to 125. If the average daily inmate population exceeds 125 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of \$2.24 for each inmate over 125. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 125, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 130 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to

the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.



LEE COUNTY, NC

BY:

Amy M. Dalrymple

Amy M. Dalrymple

Chair, Lee County Board of Commissioners

Date: 4/15/2019

ATTEST:

Jennifer G. Lambie

Date: 4/15/2019

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____

The County of Lee North Carolina
IRAN DIVESTMENT ACT CERTIFICATION

Vendor/Contractor Name: Southern Health Partners

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement

Lacey LaFuz
Signature

Lacey LaFuz
Printed Name

3/27/19
Date

VP-CFO
Printed Title

The County of Lee North Carolina
E-VERIFY ADDENDUM

CONTRACTOR/VENDOR agrees that it shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR/VENDOR utilizes a subcontractor, CONTRACTOR/VENDOR agrees that it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Dated this the 27th day of March, 2019.

Southern Health Partners - Jacey Jaffe
Contractor/Vendor

Lacey Lafuze, VP-CFO
Title

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Lisa G. Minter, Finance Director

4/18/19
Date

Southern Health Partners

STATE OF NORTH CAROLINA
COUNTY OF LEE

**SECOND AMENDMENT TO ROLL-OFF HAULING and
FRONT LOAD DUMPSTER SERVICE AGREEMENT**

The County of Lee (hereinafter referred to as the "County") and Waste Industries, LLC (hereinafter referred to as the "Company") signed an original agreement on June 3, 2013 detailing the provisions of the Company providing solid waste and recycling services to the County. An amendment to the original agreement was signed on June 14, 2017, extending the term of the agreement five years, ending on June 30, 2023. The Parties wish to make the following second amendment to the original agreement:

Section 5: Rates; Payment

Under Section (c), the Company may request an adjustment to rates due to fees and surcharges. Such request will not be reasonably withheld by the County. Due to the unforeseen impact of tariffs and the decline of worldwide markets for recycling material, the company is seeking compensation under this Section to cover the increased cost to process recycling. The County hereby agrees to amend the contract for one year to allow a comingled recycling processing fee of \$62.00 per ton from July 1, 2019 to June 30, 2020. In March of 2020 the Company and County will meet to review the cost of processing recycling materials to determine if changes need to be made to the fee or if the fee will continue after June 30, 2020.

All other terms and conditions of this section remain the same.

In witness whereof, the County and Contractor have executed this contract amendment as of this day and year first written:

WASTE INDUSTRIES LLC

BY: Ted Habets
Ted Habets, Vice President

ATTEST:

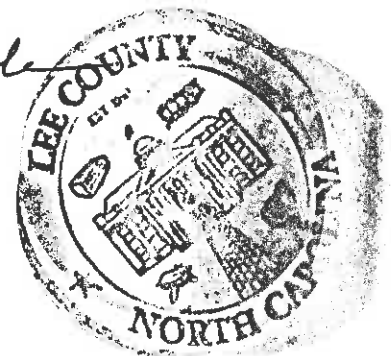
Stephanie Watters
DATE: 3/14/19

COUNTY OF LEE

BY: Amy Dalrymple
Amy Dalrymple, Chairman

ATTEST:

Jennifer Lamb
DATE: 4/19/2019



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Spencer
County Finance Officer

The County of Lee North Carolina

Vendor/Contractor Name: Waste Industries

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Norma
Signature

Norma Yanez
Printed Name

3-28-19
Date

Government Contracts
Printed Title
Manager

AGREEMENT REGARDING INCENTIVE FUNDS

BY AND BETWEEN

THE COUNTY OF LEE, NORTH CAROLINA

AND

CATERPILLAR, INC.

**Exhibit A-Grant of Lee County Funds
(ORIGINAL AGREEMENT APPROVED 3-19-18)**

STATE OF NORTH CAROLINA)
)
COUNTY OF LEE)

AGREEMENT REGARDING
INCENTIVE FUNDS FOR
CATERPILLAR, INC.

THIS AGREEMENT, made and entered into this the 18th day of March, ~~2018~~, by and between the COUNTY OF LEE, NORTH CAROLINA, a body politic and corporate (hereinafter referred to as COUNTY) and CATERPILLAR, INC., a company with an office and place of business in Sanford, North Carolina, (hereinafter referred to as COMPANY);

WITNESSETH:

WHEREAS, the Grant from the COUNTY to the COMPANY is in the amount of up to \$353,103.00 (three hundred and fifty-three thousand, one hundred and three dollars) and has been negotiated and agreed to by the parties contingent upon the COMPANY entering into this Agreement and formal approval of the Grant by the Lee County Board of Commissioners; and,

WHEREAS, the Grant is to be used by the COMPANY toward the goal of creating at least 40 (forty) new employees (hereinafter referred to as "New Jobs") at an average annual wage of at least \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars) and **net** new taxable investment in the amount of up to \$29,500,000.00 (twenty-nine million, five hundred thousand dollars) (hereinafter referred to as "taxable investment") in connection with building renovations and the purchase of machinery and equipment in the COMPANY'S mechanical manufacturing operations located in Lee County; and

WHEREAS, the Grant is necessary to enable the job creation and taxable investment by the Company in Lee County to occur and go forward; and

WHEREAS, the Grant will stimulate local economic activity, promote business and create a number of new jobs for the citizens of Lee County; and

WHEREAS, the Grant is issued pursuant and subject to the provisions of the Local Development Act, North Carolina General Statute 158-7.1 through 7.4, including a public hearing which was held on February 19, 2018; and

WHEREAS, a public hearing was held on February 19, 2018 at the Regular Meeting of the Board of County Commissioners, whereby the Board then took a vote to approve the incentive;

NOW, THEREFORE, in consideration of the representations set forth herein and the mutual covenants and promises set forth below, the COMPANY agrees to the following:

1. **TERM.** The term of this agreement shall begin upon execution in 2018 and shall end on the 31st day of December 2023, unless sooner terminated pursuant to the provisions of the Agreement contained herein or extended by mutual agreement of the Parties.
2. **PROJECT.** The economic development project (hereinafter referred to as Project) building renovations and the purchase of new machinery and equipment to be installed in a manufacturing facility by the COMPANY in Lee County, North Carolina, which will have a cumulative initial **net new ad valorem** taxable investment (prior to depreciation) of up to \$29,500,000.00 (twenty-nine million, five hundred thousand dollars) and will create and maintain, as further described in paragraph 5, at least 40 (forty) New Jobs at an average annual wage of at least \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars), as further described herein.
3. **REPRESENTATIONS BY THE COMPANY.** The COMPANY makes the following representations as the basis for the undertakings on its part herein contained:
 - a. The COMPANY is a State of Delaware Corporation, authorized to do business in North Carolina and in good standing under the laws of the State of North Carolina. The COMPANY has the power and authority to enter into this Agreement, to perform its obligations under and consummate the transaction contemplated by this Agreement, and has by proper action duly authorized the execution and delivery of this Agreement.
 - b. Neither the execution or delivery of this Agreement nor the performance of the obligations under or consummation of the transactions contemplated by this Agreement violates or will violate any law or governmental order, conflicts or will conflict with any provisions of the Articles of Incorporation or the By-Laws of the COMPANY or any material term or provision of any agreement or instrument to which the COMPANY is a party or by which it is bound, or constitutes or will constitute a material breach of or a default under any such agreement or instrument.
 - c. The COMPANY presently intends to operate the Project as a mechanical manufacturing operation at a facility within the COUNTY until the COUNTY receives the prospective tax revenues from the improvements on the property and the net new taxable investment and until the COMPANY creates at least 40 New Jobs to be maintained through the end of the Investment Period, as set forth in Paragraph 1 of the Agreement, all conditions of which were contemplated in arriving at the consideration that it receives pursuant to this Agreement.
 - d. The COMPANY hereby certifies, and further attaches an affidavit of certification, that without (BUT FOR) the incentives provided by the COUNTY, it would not conduct the Project in the County.

- e. The COMPANY hereby further certifies that it was considering other states for this Project.
 - f. The COMPANY has been informed and understands that reimbursement will be made only for the New Jobs created at an average annual wage rate stated herein, the maintenance of existing jobs, and verifiable investment-through an increase in building renovations and purchase of machinery and equipment-as of December 31, 2017, as is further agreed to herein and shown on Exhibit A.
 - g. The COMPANY covenants and agrees to pay the taxes, created the New Jobs at the average annual wage rate, maintain Existing Jobs, and make the taxable investment, all of which are the subject to this Agreement, in accordance with the purposes and/or under the restrictions and covenants as set forth herein.
4. **GRANT.** In exchange for the Taxable Investment by the COMPANY, the creation of New Jobs paying the average annual wage rate as stated herein, and pursuant to North Carolina General Statutes 158-7.1, the COUNTY anticipates making an incentive grant to the COMPANY of up to \$353,103.00 (three hundred and fifty-three thousand, one hundred and three dollars), paid in annual installments as shown on Exhibit A, subject to the obligation to repay incentive funds or to receive partial incentive funds as explained in section 7 of this Agreement.

5. PERFORMANCE CRITERIA.

- a. The COMPANY agrees to undertake and operate in a timely manner the following new project in connection with its current mechanical manufacturing operations in Lee County, expansion of the COMPANY's manufacturing operations located at its Sanford, Lee County North Carolina facility, new manufacturing machinery and equipment and building renovations, and the hiring of at least 40 (forty) New Jobs and maintain all 40 New Jobs, and existing jobs, through the life of the project.
- b. Existing Jobs. The COMPANY agrees to retain its current level of operations at its facility in Lee County and to maintain a base level of 815 (eight hundred and fifteen) full time existing jobs (hereinafter referred to as Existing Jobs) at the facility through the end of the Incentive Period as set forth in Paragraph 1 of the Agreement, in addition to the New Jobs to be created as part of this Agreement, as further described herein.
- c. New Jobs. The COMPANY agrees to create and maintain at least 40 (forty) permanent, full-time New Jobs through the end of the Incentive Period, as set forth in Paragraph 1 of this Agreement, and as evidenced in Exhibit A. All New Jobs created pursuant to the terms of this Agreement must be filled by employees

hired to work after December 31, 2017 who work at least 35 (thirty-five) hours per week and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statutes. All New Jobs must have an average annual wage of \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars). The COMPANY will hire the New Jobs according to Exhibit A, and must be maintained through the Incentive Period. If the COMPANY does not meet the cumulative required number of New Jobs, according to Exhibit A, the incentive amount paid to the COMPANY for that year will be reduced. If the number of New Jobs is not maintained in any other fiscal year of the Incentive Period, the incentive amount for that given year will be reduced.

- d. Should it become necessary, after June 30, 2018, for a New Job to be counted by the COMPANY as an Existing Job for purposes of maintaining the base level of Existing Jobs required by this Agreement, that job may not then be counted as a New Job. A job created or retained pursuant to the terms of this agreement may not simultaneously count as both a New Job and an Existing Job.
- e. **Taxable Investment.** The COMPANY agrees to make a privately funded net new taxable investment in building renovations, machinery, equipment and taxable improvements as part of the Project, which will amount to a net new taxable investment of up to \$29,500,000.00 (twenty-nine million, five hundred thousand dollars), over the five year life of the Incentive Project. The Company will make taxable investments each year of the life of the project according to Exhibit A. If the COMPANY makes such taxable investment, the COUNTY may pay an incentive amount up to the amount shown on Exhibit A. When the COUNTY calculates its incentive each year, the COMPANY agrees that the incentive will be reduced if such taxable investment is not made in accordance with Exhibit A. The incentive amount will not be reduced in any year if the COMPANY exceeds the taxable investment as shown in Exhibit A. Any investment made above the minimum investment for a calendar year will be considered in the minimum investment for the following fiscal year.
- f. The COMPANY'S compliance with all Performance Criteria set out in this Agreement shall be attested to annual under oath by an officer of the COMPANY and provided to the COUNTY by no later than March 31st of the subsequent year. If the COMPANY has not provided proof of the New Jobs or the Existing Jobs or the Taxable Investment by March 31st, it will be assumed the COMPANY is no longer requesting an incentive for that year of this Agreement. If the COMPANY needs additional time to provide the necessary proof, it must notify the COUNTY, in writing, thirty days before the proof is due, asking for an extension and the COUNTY has the sole discretion in determining whether to provide an extension and the date the proof will be due. The COUNTY will not unreasonably withhold a request for extension of time.

6. **CLOSEOUT.** The COUNTY will close out the Grant on the first of the following to occur, (hereinafter referred to as closeout):
- a. The Date as of which the COUNTY has received and accepted proof reasonably satisfactory to it that the Project has been completed and all the Performance Criteria have been satisfied; or
 - b. The 31st day of December, 2023, unless such term is extended by mutual written agreement of the parties.

7. **OBLIGATION TO REPAY GRANT FUNDS AND/OR RECEIVE PARTIAL INCENTIVES.** If, for any reason, the Project shall not satisfy the minimum conditions set forth in this agreement, then the COUNTY shall not pay the incentive grant, or shall reduce the amount of the incentive grant, and/or seek reimbursement from the COMPANY that received any incentives made possible by this grant, as set forth herein, and COMPANY, or any party, shall remit such incentive funds promptly to the COUNTY and the COMPANY shall bear all costs of collection. If the Project as described in this Agreement and the attached exhibits does not meet the Performance Criteria set out herein and the standards for the incentive paid as set out in Exhibit A, all or part of the Grant Award must be repaid, reduced or reimbursed as follows:

- a. If 1) the amount of *ad valorem* taxes paid to the COUNTY over the term of this agreement which are attributable to this project has not been sufficient to pay to the COUNTY the amount of incentives paid from COUNTY funds, which could amount to up to \$353,103.00 (three hundred and fifty-three thousand, one hundred and three dollars) in the next FIVE fiscal years and/or 2) the total number of New Jobs do not meet 40, as evidenced in Exhibit A and meet the average annual wage of \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars), then in any event, the COUNTY shall reduce the grant amount paid from COUNTY funds in the following manner, determined each year of the Incentive Agreement:
 - i. If the *ad valorem* taxes paid by the COMPANY do not meet the required minimum amount of *ad valorem* taxes attributable to the cumulative taxable investment that is evidenced each year in Exhibit A, the COUNTY will reduce the total incentive grant by a prorated amount based off the percentage of actual cumulative investment by year of the incentive agreement.
 - ii. If the COMPANY does not meet the requirements for cumulative New Jobs, including number of jobs, average annual wage, and maintaining Existing Jobs, as evidenced in Exhibit A, the COUNTY shall reduce the total incentive grant by a prorated amount as of each calendar year of the incentive.

- iii. If any Existing Jobs or New Jobs are eliminated or cease to exist prior to Closeout and after any grant payment by the COUNTY, then the COUNTY shall reduce the total incentive grant by a prorated amount based off the percentage of original Existing Jobs plus any New Jobs according to Exhibit A versus actual jobs.
- b. If at any time during the Grant period, the COMPANY substantially ceases operations at the Project, the COUNTY shall not be obligated to pay to the COMPANY any further grant funds and may ask for reimbursement for grant funds expended.
- c. If at any time during the Grant period, the COMPANY fails to retain one hundred percent of the Existing Jobs as set forth in Paragraph 5(b) herein, the COMPANY will be in default of this agreement and the COUNTY shall not be obligated to pay to the COMPANY any further grant funds and the COMPANY shall be obligated to repay funds already paid to the COMPANY by the COUNTY.

8. TERMINATION.

- a. This agreement shall terminate and the COMPANY shall be in breach for the following reasons as determined by the COUNTY, including, but not limited to the following:
 - i. Failure to pay taxes;
 - ii. Failure to comply with the terms and conditions of this Agreement;
 - iii. Submission of incorrect or incomplete reports to the COUNTY in any material respects or;
 - iv. Failure to make satisfactory progress towards making the cumulative investment in the property as of each fiscal year according to Exhibit A, without requesting an extension of time and agreed upon by the COUNTY in writing, the determination of whether satisfactory progress has been made will be in the sole discretion of the County.
- b. The COUNTY may terminate this Agreement, as set forth herein, for failure of the COMPANY to make the investment of the property, for failure of the project, or violation of the terms of this Agreement, in the discretion of the COUNTY, providing that 30 day notification was provided to the COMPANY and the COMPANY was unable to cure such defect.

9. ADDITIONAL PROVISIONS.

- a. **Verification and Reporting.** The COMPANY shall provide to the COUNTY on an annual basis or upon the COUNTY's request all reasonable documentation deemed necessary by the COUNTY to verify retention of the Existing Jobs, creation and maintenance of the New Jobs, and expenditure of the Taxable Investment described in this agreement, including, but not limited to,

Employment Security Commission form NCUI 101, a list of all positions used in accounting for the New Jobs and Existing Jobs, and the use of the Grand funds. Annual reporting shall be done by March 31st each year. If such information is not provided to the COUNTY by that date, it is assumed the COMPANY is no longer seeking an incentive for that fiscal year and therefore a payment will not be made to the COMPANY.

- b. Force Majeure. If unforeseen calamity, an Act of God, or financial disaster is the alleged cause of the COMPANY's failure to satisfy or perform any obligation under this Agreement, the COMPANY may request an extraordinary modification of this Agreement from the County. The parties agree that any decision to allow such modification shall be at the mutual decision of the Parties.
- c. Records. The COMPANY shall keep and maintain books and records, and other documentation relating to the receipt and disbursement of Grant funds and fulfillment of this Agreement, including, but not limited to, records to verify the hiring, retention, discharge and salaries and benefits paid to all employees covered by this Agreement and the amount of Grant funds expended for the purposes allowed under this Agreement.
- d. Right to Inspect. Subject to any applicable federal or North Carolina laws or regulations regarding employee privacy, the COMPANY agrees that any duly authorized representative of the COUNTY shall have, at all reasonable times and on reasonable notice, access to and the right to inspect, audit, copy and examine all relevant books, records, and other documents relating to the Grant and the fulfillment of this Agreement throughout the Agreement Period and for a period of two years thereafter.
- e. If the COMPANY fails to keep and maintain books and records necessary for verifying fulfillment of all terms of this Agreement, or if the COMPANY fails to provide access and the right of inspection of the records to a duly authorized representative of the COUNTY sufficient to verify compliance with this Agreement, the COUNTY may, in its discretion, declare the COMPANY to be in default of this Agreement, withhold future payments due under this Agreement and/or require reimbursement of all or any portion of Grant funds previously paid, if the COMPANY did not rectify such default within thirty days.
- f. Non-Appropriations Provision. The COUNTY's obligation to make disbursements to the COMPANY under this Agreement is contingent upon appropriations by the COUNTY and the availability of funds for the Grant.
- g. Failure of the COUNTY at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the COUNTY

at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions thereof. No waiver by the COUNTY of any condition or the breach of any terms, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of that or any other term, provision or representation.

- h. Assignment. No party shall assign any interest in or obligation under this Agreement without the prior written consent of the other Party; such consent shall not be unreasonably withheld.
- i. Termination. The COUNTY may terminate this Agreement, without notice to the COMPANY and pursuant to the provisions of this Agreement, for failure to meet the conditions of the grant, for failure of the Project or for violations of the terms of this Agreement or any other reason for termination state herein.
- j. Notice. Notice shall be given to the following representatives:

To the COUNTY	To the COMPANY
County Manager	_____
408 Summit Drive	_____
Sanford, NC 27330	_____

IN WITNESS WHEREOF, COUNTY has caused this instrument to be signed in its corporate named by its duly authorized officers and its seal to be hereunto affixed, and the COMPANY has caused this instrument to be executed in its company name by its duly authorized manager, both the day and year first above written.

THE COUNTY OF LEE, NORTH CAROLINA

(Corporate Seal)

By: Amy M. Dalrymple
Amy M. Dalrymple, Chair

ATTEST:

Jennifer Gamble
Jennifer Gamble, Clerk to the Board

CATERPILLAR, INC.

By: _____
Name
Title

(Corporate Seal)

ATTEST:

Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Lisa Minter
Lisa Minter, Finance Director

4/16/19

AFFIDAVIT

NORTH CAROLINA

COUNTY OF LEE

_____, appearing before the undersigned notary and being duly sworn, says that if the COMPANY was not receiving the incentives provided by the COUNTY, it would not conduct the project in the County. Further, the COMPANY certifies that it is considering other states for the location of its expansion.

Affiant

Sworn to (or affirmed) and subscribed before me this the _____ day of _____, 20____.

(Official Seal)

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

The County of Lee North Carolina

Vendor/Contractor Name: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Printed Title

Project Eagle
Economic Development Incentive Grant (EDIG)
Originally approved County EDIG Calculation (Incorrect)

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Total</u>
Investment						
Real Property	\$4,500,000					
Personal Property	\$ 13,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$4,500,000
Total Investment	\$ 17,500,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$25,000,000
						\$ 29,500,000

	<u>Est. Tax Value</u>	<u>Previous Yr Value</u>	<u>Total Tax Value</u>	<u>Tax Rate</u>	<u>Total Tax</u>	<u>Incentive %</u>	<u>Est. Incentive</u>
Machinery installed in 2018							
90%	\$ 11,700,000			0.795%	\$ 93,015	80%	\$ 74,412
81%	\$ 10,530,000			0.795%	\$ 83,714	70%	\$ 58,599
74%	\$ 9,620,000			0.795%	\$ 76,479	60%	\$ 45,887
65%	\$ 8,450,000			0.795%	\$ 67,178	50%	\$ 33,589
56%	\$ 7,280,000			0.795%	\$ 57,876	50%	\$ 28,938

	<u>Est. Tax Value</u>	<u>Previous Yr Value</u>	<u>Total Tax Value</u>	<u>Tax Rate</u>	<u>Total Tax</u>	<u>Incentive %</u>	<u>Est. Incentive</u>
Machinery installed in 2019							
90%	\$ 2,700,000	\$ 10,530,000	\$ 13,230,000	0.795%	\$ 105,179	70%	\$ 73,625
81%	\$ 2,430,000	\$ 9,620,000	\$ 12,050,000	0.795%	\$ 95,798	60%	\$ 57,479
74%	\$ 2,220,000	\$ 8,450,000	\$ 10,670,000	0.795%	\$ 84,827	50%	\$ 42,413
65%	\$ 1,950,000	\$ 7,280,000	\$ 9,230,000	0.795%	\$ 73,379	50%	\$ 36,689

	<u>Est. Tax Value</u>	<u>Previous Yr Value</u>	<u>Total Tax Value</u>	<u>Tax Rate</u>	<u>Total Tax</u>	<u>Incentive %</u>	<u>Est. Incentive</u>
Machinery installed in 2020							
90%	\$ 2,700,000	\$ 9,620,000	\$ 12,320,000	0.795%	\$ 97,944	60%	\$ 58,766
81%	\$ 2,430,000	\$ 8,450,000	\$ 10,880,000	0.795%	\$ 86,496	50%	\$ 43,248
74%	\$ 2,220,000	\$ 7,280,000	\$ 9,500,000	0.795%	\$ 75,525	50%	\$ 37,763

	<u>Est. Tax Value</u>	<u>Previous Yr Value</u>	<u>Total Tax Value</u>	<u>Tax Rate</u>	<u>Total Tax</u>	<u>Incentive %</u>	<u>Est. Incentive</u>
Machinery installed in 2021							
90%	\$ 2,700,000	\$ 8,450,000	\$ 11,150,000	0.795%	\$ 88,643	50%	\$ 44,321
81%	\$ 2,430,000	\$ 7,280,000	\$ 9,710,000	0.795%	\$ 77,195	50%	\$ 38,597

	<u>Est. Tax Value</u>	<u>Previous Yr Value</u>	<u>Total Tax Value</u>	<u>Tax Rate</u>	<u>Total Tax</u>	<u>Incentive %</u>	<u>Est. Incentive</u>
Machinery installed in 2022							
90%	\$ 2,700,000	\$ 7,280,000	\$ 9,980,000	0.795%	\$ 79,341	50%	\$ 39,671

	<u>Est. Tax Value</u>	<u>Tax Rate</u>	<u>Total Tax</u>	<u>Incentive %</u>	<u>Est. Incentive</u>
Real Property					
50%	\$2,250,000	0.795%	\$ 17,888	80%	\$ 14,310
50%	\$2,250,000	0.795%	\$ 17,888	70%	\$ 12,521
50%	\$2,250,000	0.795%	\$ 17,888	60%	\$ 10,733
50%	\$2,250,000	0.795%	\$ 17,888	50%	\$ 8,944
50%	\$2,250,000	0.795%	\$ 17,888	50%	\$ 8,944
			\$ 89,438		\$ 55,451

Year	Machinery	Real Property	Total Incentive	Total Tax
2018	\$ 74,412	\$ 14,310	\$ 88,722	\$ 110,903
2019	\$ 73,625	\$ 12,521	\$ 86,146	\$ 123,066
2020	\$ 58,766	\$ 10,733	\$ 69,499	\$ 115,832
2021	\$ 44,321	\$ 8,944	\$ 53,265	\$ 106,530
2022	\$ 39,671	\$ 8,944	\$ 48,614	\$ 97,229
	\$ 290,795	\$ 55,451	\$ 346,246	\$ 553,559

* Incorrect amounts in red based on approved incentive of 80/70/60/50/50
 This incorrect calculation only includes the 2018 purchases in the "previous year value"
 Machinery purchased in years 2019, 2020, and 2021 should also be included in previous year value
 incorrect calculation was presented to Board at 2 19 19 Board Meeting

STATE OF NORTH CAROLINA)	AMENDMENT TO THE
)	AGREEMENT REGARDING
COUNTY OF LEE)	INCENTIVE FUNDS FOR
)	CATERPILLAR, INC.

THIS AMENDMENT, made and entered into this the 15th day of April, 2019, by and between the COUNTY OF LEE, NORTH CAROLINA, a body politic and corporate (hereinafter referred to as COUNTY) and Caterpillar, Inc., a company with an office and place of business in Sanford, North Carolina, (hereinafter referred to as COMPANY);

WITNESSETH:

WHEREAS, On March 19, 2018, after a duly advertised public hearing, the Board of Commissioners voted to approve the agreement regarding incentive grant funds for Project Eagle, now known as Caterpillar, Inc; and,

WHEREAS, the original agreement consisted of building renovations and the purchase of machinery and equipment in the amount of \$29,500,000.00 (twenty-nine million, five hundred thousand dollars) in new net taxable investment, with the County offering an incentive grant of up to \$346,246 (three hundred and forty-six thousand, two hundred and forty-six dollars) with the creation of up to forty new jobs with an annual wage of \$41,526.00; and,

WHEREAS, it is the intent of both parties to amend the original agreement that was approved by the County on March 19, 2018 by increasing the amount of new net taxable investment of the Company from \$29,500,000 to \$30,800,000 (thirty million, eight hundred thousand dollars) and as a result, increase the amount of the County incentive grant from the original amount in the agreement of up to \$346,246 (three hundred and forty-six thousand, two hundred and forty-six dollars) to up to \$400,418 (four hundred thousand, four hundred and eighteen dollars); and,

WHEREAS, a new public hearing for the amendment was held on March 18, 2019 at the Regular Meeting of the Board of County Commissioners, whereby the Board then took a vote to approve the incentive on April 15, 2019; and,

WHEREAS, a new amended Schedule A, attached hereto, will be incorporated into the agreement and replace the original adopted Schedule A;

NOW THEREFORE, in consideration of the representations set forth herein and in the original agreement, the COMPANY and the COUNTY agree to amend the original agreement with the following:

1. Increase the amount of new net taxable investment of the Company from \$29,500,000 to \$30,800,000 (thirty million, eight hundred thousand dollars).
2. Increase the amount of the County incentive grant from the original amount in the agreement of up to \$346,246 (three hundred and forty-six thousand, two hundred and forty-six dollars) to up to \$400,418 (four hundred thousand, four hundred and eighteen dollars)
3. Replace the original Exhibit A with the amended Exhibit A, which is attached hereto.
4. All other terms and conditions as set forth in the original agreement remain in full force and effect.

IN WITNESS WHEREOF, COUNTY has caused this instrument to be signed in its corporate named by its duly authorized officers and its seal to be hereunto affixed, and the COMPANY has caused this instrument to be executed in its company name by its duly authorized manager, both the day and year first above written.

THE COUNTY OF LEE, NORTH CAROLINA

(Corporate Seal)

By: *Amy M. Dalrymple*
Amy M. Dalrymple, Chair

ATTEST:

Jennifer Gamble
Jennifer Gamble, Clerk to the Board

PROJECT EAGLE

By: _____
Name
Title

(Corporate Seal)

ATTEST:

Secretary

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Lisa Minter
Lisa Minter, Finance Director

4/16/19

Schedule A - Project Eagle 2018 (Caterpillar)
Economic Development Incentive Grant (EDIG)
Modified County EDIG Calculation for Approval on April 15, 2019

Investment By Calendar Year (Tax Year noted)	2018(TY2019-20)	2019(TY2020-21)	2020(TY2021-22)	2121(TY2022-23)	2022(TY2023-24)	Total
Real Property	\$ 5,700,000					\$ 5,700,000
Personal Property	\$ 8,600,000	\$ 7,500,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$25,100,000
Total Investment	\$ 14,300,000	\$ 7,500,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 30,800,000

Machinery Installed in 2018	Est. Tax Value	Previous Yr Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	
90%	\$ 7,740,000			0.795%	\$ 61,533	80%	\$ 49,226	2020
81%	\$ 6,966,000			0.795%	\$ 55,380	70%	\$ 38,766	
74%	\$ 6,364,000			0.795%	\$ 50,594	60%	\$ 30,356	
65%	\$ 5,590,000			0.795%	\$ 44,441	50%	\$ 22,220	
56%	\$ 4,816,000			0.795%	\$ 38,287	50%	\$ 19,144	

Machinery Installed in 2019	Est. Tax Value	Previous Yr Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	
90%	\$ 6,750,000	\$ 6,966,000	\$ 13,716,000	0.795%	\$ 109,042	70%	\$ 76,330	2021
81%	\$ 6,075,000	\$ 6,364,000	\$ 12,439,000	0.795%	\$ 98,890	60%	\$ 59,334	
74%	\$ 5,550,000	\$ 5,590,000	\$ 11,140,000	0.795%	\$ 88,563	50%	\$ 44,282	
65%	\$ 4,875,000	\$ 4,816,000	\$ 9,691,000	0.795%	\$ 77,043	50%	\$ 38,522	

Machinery Installed in 2020	Est. Tax Value	Previous Yr Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	
90%	\$ 2,700,000	\$ 12,439,000	\$ 15,139,000	0.795%	\$ 120,355	60%	\$ 72,213	2022
81%	\$ 2,430,000	\$ 11,140,000	\$ 13,570,000	0.795%	\$ 107,882	50%	\$ 53,941	
74%	\$ 2,220,000	\$ 9,691,000	\$ 11,911,000	0.795%	\$ 94,692	50%	\$ 47,346	

Machinery Installed in 2021	Est. Tax Value	Previous Yr Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	
90%	\$ 2,700,000	\$ 13,570,000	\$ 16,270,000	0.795%	\$ 129,347	50%	\$ 64,673	2023
81%	\$ 2,430,000	\$ 11,911,000	\$ 14,341,000	0.795%	\$ 114,011	50%	\$ 57,005	

Machinery Installed in 2022	Est. Tax Value	Previous Yr Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	
90%	\$ 2,700,000	\$ 14,341,000	\$ 17,041,000	0.795%	\$ 135,476	50%	\$ 67,738	2024

Real Property	Est. Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	
50%	\$2,850,000	0.795%	\$ 22,658	80%	\$ 18,126	2020
50%	\$2,850,000	0.795%	\$ 22,658	70%	\$ 15,860	2021
50%	\$2,850,000	0.795%	\$ 22,658	60%	\$ 13,595	2022
50%	\$2,850,000	0.795%	\$ 22,658	50%	\$ 11,329	2023
50%	\$2,850,000	0.795%	\$ 22,658	50%	\$ 11,329	2024
			\$ 113,288		\$ 70,238	

Tax Year	Machinery	Real Property	Total Incentive	Total Tax	Incentive Paid
2019-20	\$ 49,226	\$ 18,126	\$ 67,352	\$ 84,191	2020
2020-21	\$ 76,330	\$ 15,860	\$ 92,190	\$ 131,700	2021
2021-22	\$ 72,213	\$ 13,595	\$ 85,808	\$ 143,013	2022
2022-23	\$ 64,673	\$ 11,329	\$ 76,002	\$ 152,004	2023
2023-24	\$ 67,738	\$ 11,329	\$ 79,067	\$ 158,133	2024
	\$ 330,180	\$ 70,238	\$ 400,418	\$ 669,040	

*Proposed EDIG Calculation

The County of Lee North Carolina

Vendor/Contractor Name: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Printed Title

AFFIDAVIT

NORTH CAROLINA

COUNTY OF LEE

_____, appearing before the undersigned notary and being duly sworn, says that if the COMPANY was not receiving the incentives provided by the COUNTY, it would not conduct the project in the County. Further, the COMPANY certifies that it is considering other states for the location of its expansion.

Affiant

Sworn to (or affirmed) and subscribed before me this the _____ day of _____, 20__.

(Official Seal)

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 13th day
of May, 20, 19 at 2:00 AM/PM
recorded in Book 30 Page 296
Pamela G. Britt, Register of Deeds